

Fox River/Green Bay Natural Resource Trustee Council

Land Transaction Policy

The purpose of this policy is to provide guidance to the Trustees, their staff and other interested parties involved in the transfer of real property, property easements and development rights to be used as restoration, rehabilitation, replacement and/or acquisition of the natural resources associated with the Fox River/Green Bay Natural Resource Damage Assessment (NRDA) case. Trustees, local governmental agencies, non-profit organizations or other interested groups seeking funding for the purchase of property to achieve the goals of the Joint Restoration Plan and Environmental Assessment for the Lower Fox River and Green Bay Area (Restoration Plan) should refer to this policy prior to developing proposals.

This policy will apply to all real property transactions for the restoration, rehabilitation, replacement and/or acquisition of the natural resources injured by the release of PCBs outlined in the Restoration Plan.

Criteria for land transactions:

- The property must address the goals established in the Restoration Plan.
- The Fox River/Green Bay Natural Resource Trustee Council will not retain title to any properties purchased. All properties must have a partnering Trustee agency, non-profit organization or other governmental unit willing to accept all responsibilities for maintenance and associated liability inherent in property ownership. The Trustee Council shall be held harmless for all liability associated with the property.
- Any interests in property acquired with Trustee funds must be consistent with the Restoration Plan.
- All properties purchased through negotiated settlements or using NRDA settlement funds must be from willing sellers, except in the case of property purchased through foreclosure proceedings.
- The Trustee Council may commit funds for property purchase, however funds will not be released until the appropriate documentation is supplied to the partnering Trustee. Each Trustee requires different documentation prior to accepting a parcel for acquisition; the group requesting funding for land acquisition must contact the partnering Trustee to determine what documentation is needed. At a minimum, the entity purchasing the property must submit to the Trustee Council Coordinator an appraisal prepared and completed by an individual possessing a certified general real property appraiser's license.
- Any interests purchased with Trustee funds by third parties must include a recorded notice of agreement (see attachment).
- If the property purchased results in a clouded title or if the title cannot be cleared, purchase funds will be reimbursed to the Fox River/Green Bay Natural Resource Trustee Council.
- This policy incorporates by reference all of the project selection criteria detailed in Section 6.4 of Restoration Plan.

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(This form may be modified to meet local land recording requirements)

NOTICE OF COOPERATIVE (GRANT) AGREEMENT

[GRANT RECIPIENT/COOPERATOR] is the owner of [a conservation easement interest in] a certain parcel of land located in [TOWN, COUNTY, STATE] more particularly described in Attachment A (the "Property").

Notice is hereby given that [GRANT RECIPIENT/COOPERATOR] acquired the [conservation easement interest in the] Property with financial support from the [GRANTOR NATURAL RESOURCE TRUSTEE AGENCY] pursuant to a [GRANT/COOPERATIVE] Agreement with the [NATURAL RESOURCE TRUSTEE AGENCY] dated _____, Agreement Number: _____, included in this Notice along with any addenda or task orders, as Attachment B.

The purpose of the [GRANT/COOPERATIVE] Agreement is to provide financial support to partially fulfill the natural resource restoration objectives developed pursuant to the [SITE, e.g., Lower Fox River/Green Bay Natural Resource Damage Assessment] Restoration Plan, a copy of which is kept at [NATURAL RESOURCE TRUSTEE AGENCY OFFICE] and at the offices of the [GRANT RECIPIENT/COOPERATOR].

[GRANT RECIPIENT/COOPERATOR] is placing this notice on record as confirmation of its obligation to ensure the protection and conservation of the Property for the purpose of natural resource restoration as specified by the [SITE, e.g., Fox River/Green Bay Natural Resource Damage Assessment] Restoration Plan. [GRANT RECIPIENT/COOPERATOR] hereby agrees that this [conservation easement interest in the] Property may not be encumbered in any way that affects the purpose of the [GRANT/COOPERATIVE] Agreement and may only be transferred to another entity incorporated under the provisions of 503(c)3 of the Internal Revenue Code or to an acceptable local government entity (e.g., state, county, or watershed district), provided the [GRANTOR NATURAL RESOURCE TRUSTEE AGENCY] determines in writing the entity is an acceptable successor, and provided further that the entity will manage the property in accordance with the [SITE] Restoration Plan published under the authority of (CERCLA, OPA, CWA, etc.) If the [GRANT RECIPIENT/COOPERATOR] sells or encumbers the Property in violation of this obligation of the purposes of this [GRANT/COOPERATIVE] Agreement, the proceeds of such sale or encumbrance will be used to pay the [GRANTOR NATURAL RESOURCE TRUSTEE AGENCY], the percentage of the fair market value of the Property attributable to the [GRANT/COOPERATIVE] Agreement.

Fox River/Green Bay Natural Resource Trustee Council

In witness whereof the [GRANT RECIPIENT/COOPERATOR] has set its hand and seal this _____ day of _____, 2-__.

[GRANT RECIPIENT/COOPERATOR]

By: _____

Its: _____

STATE OF)
)ss.
COUNTY OF)

On this _____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that _____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation: and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public